



U.S. Department of Housing and Urban Development

**Pennsylvania State Office
The Wanamaker Building
100 Penn Square East
Philadelphia, Pennsylvania 19107-3380**

OFFICE OF THE CHIEF PROCUREMENT OFFICER

June 30, 2000

THIS IS A 100% TOTAL SMALL BUSINESS SET-ASIDE

Dear Prospective Bidder:

The enclosed Invitation for Bid (IFB) B-PHI-00733 is for the purpose of acquiring Lead Based Paint Abatement & Repainting services for the HUD Pennsylvania State Office located in Philadelphia, PA.

The solicitation consists of four parts, Parts I, II, and III will constitute the contract document or documents anticipated as being awarded as a result of this solicitation. Part IV contains instructions and forms for submission of bids: Section K provides the forms to be completed and submitted with your bid; Section L provides instructions concerning submission of bids; and Section M describes the basis for bid evaluation and contract award.

The paint evaluation reports are not included in this IFB. If you are interested in submitting a bid, please contact John Sullivan at (215) 656-0509, ext. 3475 to receive a copy of the paint evaluation reports and the master key for the properties.

If you would like to compete for this contract, please submit a bid in accordance with Section L of the IFB. Submit your bid to the address specified in Block 7 of the enclosed SF-1442 by the deadline set forth in Block 13 of the SF-1442. HUD will not accept bids via fax machine. If you wish to provide these services in conjunction with other individuals, you should do so by submitting one response from that group of individuals; to do this you may submit your bid by forming a joint-venture between or among the individuals or whatever association you may devise (e.g., a legal partnership).

ALL PACKAGES MUST BE CLEARLY MARKED ON THE OUTSIDE OF THE SHIPPING CONTAINER (ENVELOPE, BOX, ETC.) WITH THE ADDRESS FOUND IN BLOCKS 7 & 8 OF THE SF-1442 AND THE IFB NUMBER (B-PHI-00733); ELISA WEISE'S NAME AND 10TH FLOOR CONTRACTING OPERATIONS BRANCH MUST BE ON THE OUTSIDE OF YOUR PACKAGE IN ORDER TO ENSURE PROPER DELIVERY. DELIVERY OF YOUR PACKAGE TO HUD'S MAIN MAILROOM IS NOT SUFFICIENT, IT MUST BE RECEIVED IN CONTRACTING BY THE TIME AND DATE SET FORTH IN BLOCK 13 OF THE SF-1442 TO BE CONSIDERED TIMELY. IF YOUR PACKAGE IS RECEIVED LATE BY ELISA WEISE IN THE 10TH FLOOR CONTRACTING OPERATIONS BRANCH BECAUSE YOUR PACKAGE WAS IMPROPERLY ADDRESSED, YOUR BID WILL NOT BE ACCEPTED BY HUD.

If you have any questions, please contact Elisa Weise at (215) 656-0674, ext. 3296.

Sincerely,

Maureen Musilli
Contracting Officer

Visit our web page at <http://www.hud.gov/cts/ctshome.html>

SOLICITATION, OFFER AND AWARD (Construction, Alteration, or Repair)	1. SOLICITATION NO. B-PHI-00733	2. TYPE OF SOLICITATION <input checked="" type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 6/30/00	PAGE OF PAGES 1 OF 80

IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO. R-2000-3AN-00239	6. PROJECT NO.
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7. ISSUED BY U.S. Department of Housing & Urban Development The Wanamaker Building 100 Penn Square East Philadelphia, PA 19107-3380 Attn: 10 th floor Contracting Operations Branch	CODE 3ANCOA	8. ADDRESS OFFER TO Elisa Weise at address in Item 7
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9. FOR INFORMATION CALL	A. NAME Elisa Weise	B. TELEPHONE NO (Include area code) (NO COLLECT CALLS) (215) 656-0674, ext. 3296
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SOLICITATION

NOTE: In Sealed Bid solicitations "offer" and "offeror" mean "bid" and "bidder".

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (Title, identifying no., date) :

SECTION	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE		
A	SOLICITATION/CONTRACT FORM	1-2
B	SUPPLIES OR SERVICES AND PRICES/COST	3-22
C	DESCRIPTION/SPECS/WORK STATEMENT	23-33
D	PACKAGING AND MARKING	34
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F	DELIVERIES OR PERFORMANCE	35
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H	SPECIAL CONTRACT REQUIREMENTS	38-39
PART II - CONTRACT CLAUSES		
I	CONTRACT CLAUSES	40-43
PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS		
J	LIST OF ATTACHMENTS	44-63
PART IV - REPRESENTATIONS AND INSTRUCTIONS		
K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	64-74
L	INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS	75-79
M	EVALUATION FACTORS FOR AWARD	80

11. The contractor shall begin performance within <u>5</u> calendar days and complete it within <u>60</u> calendar days after receiving <input checked="" type="checkbox"/> award, <input type="checkbox"/> notice to proceed. This performance period is <input checked="" type="checkbox"/> mandatory <input type="checkbox"/> negotiable. (See <u>Section C</u> .)
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12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? (If "YES," indicate within how many calendar days after award in item 12B.) <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	12B. CALENDAR DAYS 10
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13. ADDITIONAL SOLICITATION REQUIREMENTS
A. Sealed offers in original and <u>2</u> copies to perform the work required are due at the place specified in Item 8 by <u>2:00pm</u> (Hour) local time <u>8/2/00</u> (date). If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.
B. An offer guarantee <input type="checkbox"/> is, <input checked="" type="checkbox"/> is not required.
C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.
D. Offers providing less than <u>60</u> calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

OFFER (Must be fully completed by offeror)

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)

15. TELEPHONE NO. (Include area code)

16. REMITTANCE ADDRESS (Include only if different than Item 14)

CODE

FACILITY CODE

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within _____ calendar days after the date offers are due. (Insert any number equal to or greater than the minimum requirement stated in Item 13D. Failure to insert a number means the offeror accepts the minimum in Item 13D.

AMOUNTS >

18. The offeror agrees to furnish any required performance and payment bonds

19. ACKNOWLEDGEMENT OF AMENDMENTS

(The offeror acknowledges receipt of amendments to the solicitation - give number and date of each)

AMENDMENT NO.								
DATE								

20A NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)

20B. SIGNATURE

20C. OFFER DATE

AWARD (To be completed by Government)

21. ITEMS ACCEPTED:

22. AMOUNT

23. ACCOUNTING AND APPROPRIATION DATA

24. SUBMIT INVOICES TO ADDRESS SHOWN IN
(4 copies unless otherwise specified)

ITEM

25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO
☐ 10 U.S.C. 2304(c)() ☐ 41 U.S.C. 253(c)()

26. ADMINISTERED BY

CODE

27. PAYMENT WILL BE MADE BY

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE



28. NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications or incorporated by reference in or attached to this contract.



29. AWARD (Contractor is not required to sign this document.) Your Offer on this solicitation, is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.

30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN (Type or print)

31A. NAME OF CONTRACTING OFFICER (Type or print)

30B. SIGNATURE

30C. DATE

31B. UNITED STATES OF AMERICA
BY31C. AWARD
DATE

PART I - THE SCHEDULE**SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS****B.1 MULTIPLE AWARDS**

HUD intends to make multiple awards under this solicitation, but reserves the right to make a minimum of 2 awards if the Contracting Officer determines that multiple awards are not feasible.

B.2 WORKLOAD CAPACITY

You must complete the Workload Capacity Statement provided in this section and submit it as part of your bid.

B.3 COMPENSATION SCHEDULE

On the following pages are the properties covered by this solicitation. The properties are grouped and you may bid on one or more groups. You must submit a bid for every property within each group that you bid on; failure to comply with this requirement may render your bid non-responsive.

The Paint Evaluation Reports for the listed HUD owned properties that need lead based paint abatement and repainting services are available at the HUD Office. The Paint Evaluation Reports and the keys for access to the properties may be obtained from John Sullivan at (215) 656-0609, x3475. Review of the Paint Evaluation Reports and access to the properties are considered essential to accurate preparation of bid prices. A log will be kept of those bidders who obtain the Reports and keys. Any bidder who does not obtain the Reports and keys may be considered non-responsive to the requirements of the solicitation.

Group 1

FHA CASE #	ADDRESS	ABATE PRICE	REPAINT PRICE	TOTAL PRICE
441-496022	6436 Haverford Ave.	_____	_____	_____
441-309721	247 Cobbs Creek Parkway, 1 st floor	_____	_____	_____
441-499258	3467 Emerald St.	_____	_____	_____
441-502730	831 E. Schiller St.	_____	_____	_____
441-502466	3239 Salmon St.	_____	_____	_____

TOTAL PRICE: _____

Group 2

FHA CASE #	ADDRESS	ABATE PRICE	REPAINT PRICE	TOTAL PRICE
441-272370	1724 Watkins St.	_____	_____	_____
441-318754	618 Fernon St.	_____	_____	_____
441-501633	1677 Dyre St.	_____	_____	_____
441-470380	2020 Margaret St.	_____	_____	_____
441-375835	1719 S. 56 th St.	_____	_____	_____
TOTAL PRICE: _____				

Group 3

FHA CASE #	ADDRESS	ABATE PRICE	REPAINT PRICE	TOTAL PRICE
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441-506522	505 N. 65 th St.	_____	_____	_____
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441-359852	529 W. Tabor Rd.	_____	_____	_____
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441-542337	1501 W. 68 th Ave.	_____	_____	_____
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441-534367	116 W. Allens Lane	_____	_____	_____
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441-406070	6960 Wister St.	_____	_____	_____
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TOTAL PRICE: _____

Group 4

FHA CASE #	ADDRESS	ABATE PRICE	REPAINT PRICE	TOTAL PRICE
441-386268	4809 Cheltenham Ave. _____	_____	_____	_____
441-493714	3454 Helen St. _____	_____	_____	_____
441-300171	6313 Homer St. _____	_____	_____	_____
441-511000	150 W. Champlost St. _____	_____	_____	_____
441-399172	164 Linton St. _____	_____	_____	_____
TOTAL PRICE: _____				

Group 5

FHA CASE #	ADDRESS	ABATE PRICE	REPAINT PRICE	TOTAL PRICE
441-496846	1364 Fanshawe St.	_____	_____	_____
441-455960	9406 Lansford St. Apt. 1	_____	_____	_____
441-455960	9406 Lansford St. Apt. 2	_____	_____	_____
441-351135	141 Fariston Dr.	_____	_____	_____
441-508921	152 Bread St.	_____	_____	_____

TOTAL PRICE: _____

Group 6

FHA CASE #	ADDRESS	ABATE PRICE	REPAINT PRICE	TOTAL PRICE
441-487600	111 W. Allen St. _____	_____	_____	_____
441-445985	6118 Vandike St. _____	_____	_____	_____
441-472199	417 65 th Ave. _____	_____	_____	_____
441-274759	5641 N. 20 th St. _____	_____	_____	_____
441-409147	7807 Forrest Ave. _____	_____	_____	_____
TOTAL PRICE: _____				

Group 7

FHA CASE #	ADDRESS	ABATE PRICE	REPAINT PRICE	TOTAL PRICE
441-447257	1018 Mountain St. _____	_____	_____	_____
441-522939	2011 Castor Ave. _____	_____	_____	_____
441-507724	594 E. Godfrey Ave. _____	_____	_____	_____
441-445079	906 Brill St. _____	_____	_____	_____
441-444507	7724 Bradford St. _____	_____	_____	_____
TOTAL PRICE: _____				

Group 8

FHA CASE #	ADDRESS	ABATE PRICE	REPAINT PRICE	TOTAL PRICE
441-511565	853 Scattergood St. _____	_____	_____	_____
441-379237	5707 W. Girard Ave. _____	_____	_____	_____
441-424914	4838 Fairhill St. _____	_____	_____	_____
441-510695	7024 Hegerman St. Apt. 1 _____	_____	_____	_____
441-359516	7120 Theodore St. _____	_____	_____	_____

TOTAL PRICE: _____

**NOTE: The properties listed above (all but the first one)
were included in previous bids, but deleted because of
incomplete reports.

Group 9

FHA CASE #	ADDRESS	ABATE PRICE	REPAINT PRICE	TOTAL PRICE
441-401027	4735 Whitaker Ave. _____	_____	_____	_____
441-412996	4811 Cheltenham Ave. _____	_____	_____	_____
441-365796	4407 N. 8 th St. _____	_____	_____	_____
441-429206	2030 Granite St. _____	_____	_____	_____
441-509074	2793 Kirkbride St. _____	_____	_____	_____
TOTAL PRICE: _____				

Group 10

FHA CASE #	ADDRESS	ABATE PRICE	REPAINT PRICE	TOTAL PRICE
441-376884	463 Markle St. _____	_____	_____	_____
441-444469	6526 Wyncote Ave. _____	_____	_____	_____
441-437321	5843 Crittenden St. 1 st floor _____	_____	_____	_____
441-437321	5843 Crittenden St. 2 nd floor _____	_____	_____	_____
441-437321	5843 Crittenden St. 3 rd floor _____	_____	_____	_____
TOTAL PRICE: _____				

Group 11

FHA CASE #	ADDRESS	ABATE PRICE	REPAINT PRICE	TOTAL PRICE
441-182437	4841 N. 18 th St. 1 st floor	_____	_____	_____
441-182437	4841 N. 18 th St. 2 nd floor	_____	_____	_____
441-371956	3644 Frankford Ave.	_____	_____	_____
441-445078	1333 Foulkrod St.	_____	_____	_____
441-398682	2839 Jasper St.	_____	_____	_____

TOTAL PRICE: _____

Group 12

FHA CASE #	ADDRESS	ABATE PRICE	REPAINT PRICE	TOTAL PRICE
441-499368	5226 N. Marshall St. _____	_____	_____	_____
441-310278	5847 Washington Ave. _____	_____	_____	_____
441-312975	240 S. Ithan St. _____	_____	_____	_____
441-219547	5839 Warrington Ave. _____	_____	_____	_____
441-245600	5953 Greenway Ave. _____	_____	_____	_____
TOTAL PRICE: _____				

Group 13

FHA CASE #	ADDRESS	ABATE PRICE	REPAINT PRICE	TOTAL PRICE
441-320467	5453 Kingsessing Ave_____	_____	_____	_____
441-491594	1211 Alcott St. _____	_____	_____	_____
441-506732	1535 66 th Ave. _____	_____	_____	_____
441-447947	6111 N. 17 th St. _____	_____	_____	_____
441-493072	4833 N. 5 th St. _____	_____	_____	_____
TOTAL PRICE: _____				

Group 14

FHA CASE #	ADDRESS	ABATE PRICE	REPAINT PRICE	TOTAL PRICE
441-510665	5812 N. Phillip St. _____	_____	_____	_____
441-493483	1838 Elston St. _____	_____	_____	_____
441-360376	1936 Dalkeith St. _____	_____	_____	_____
441-511886	423 W. Ruscomb St. Apt. 1 _____	_____	_____	_____
441-511886	423 W. Ruscomb St. Apt. 2 _____	_____	_____	_____
TOTAL PRICE: _____				

Group 15

FHA CASE #	ADDRESS	ABATE PRICE	REPAINT PRICE	TOTAL PRICE
441-491167	241 Sparks St. _____	_____	_____	_____
441-509995	156 Pleasant St. _____	_____	_____	_____
441-340218	3057 Agate St. _____	_____	_____	_____
441-504240	3219 Hurley St. _____	_____	_____	_____
441-465086	2959 Hale St. _____	_____	_____	_____
TOTAL PRICE: _____				

Group 16

FHA CASE #	ADDRESS	ABATE PRICE	REPAINT PRICE	TOTAL PRICE
441-549443	100 W. Apsley St. _____ Apt. 1	_____	_____	_____
441-549443	100 W. Apsley St. _____ Apt. 2	_____	_____	_____
441-549443	100 W. Apsley St. _____ Apt. 3	_____	_____	_____
441-516360	6607 Musgrave St. _____	_____	_____	_____
441-432424	2005 Longshore Ave. _____	_____	_____	_____

TOTAL PRICE: _____

Group 17

FHA CASE #	ADDRESS	ABATE PRICE	REPAINT PRICE	TOTAL PRICE
441-483885	6364 Marsden St.	_____	_____	_____
441-551020	5828 Akron St.	_____	_____	_____
441-463585	4215 Aldine St.	_____	_____	_____
441-567935	4533 Loring St.	_____	_____	_____
441-505254	1332 Arrott St. 1 st floor	_____	_____	_____
441-505254	1332 Arrott St. 2 nd floor	_____	_____	_____

TOTAL PRICE: _____

Group 18

FHA CASE #	ADDRESS	ABATE PRICE	REPAINT PRICE	TOTAL PRICE
441-575232	728 Glenview St. _____	_____	_____	_____
441-391609	2069 Kingston St. _____	_____	_____	_____
441-467888	4322 M St. _____	_____	_____	_____
441-346520	7108 Stenton Ave. _____	_____	_____	_____
441-488688	1843 E Westmoreland St. _____	_____	_____	_____
441-412686	5810 N. Fairhill St. _____	_____	_____	_____

TOTAL PRICE: _____

WORKLOAD CAPACITY STATEMENT

COMPANY NAME:_____

CONTACT PERSON:_____

MAILING ADDRESS:_____

TELEPHONE NUMBER:_____

I certify that I will be able to complete _____ properties within the 60 day performance period. I also certify that I understand that if my delivery date is inexcusably late I will be charged \$28.74 per property per day.

Signature

Date

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

SCOPE: The U.S. Department of Housing and Urban Development, Pennsylvania State Homeownership Center, Single Family Real Estate Owned Division (hereinafter referred to as HUD) requires the services of a qualified contractor to effect the removal of lead-based paint from vacant HUD-owned one-to-four family properties located in the City of Philadelphia, PA. A list of the specific properties and the Paint Evaluation Reports for those properties will be provided in individual task orders issued under this contract.

In the performance of this contract, the Contractor shall be responsible for providing such services as are necessary to effect the removal of lead-based paint from the assigned properties in accordance with the rules and regulations of the City of Philadelphia's Department of Health (hereinafter referred to as the City). These services include, but are not limited to:

- Removing security boards, as necessary, for the lead-based paint removal process and replacing security boards after the completion of the process.
- Ensuring that the front door is secured with a HUD lock box, or with such other lock as may be specified by HUD.
- Ensuring that there is access to the rear yard.
- Effecting the actual removal of the lead-based paint.
- Effecting the repainting of all surfaces where paint was removed, following certification that abatement was properly performed.
- Removing from the property and properly disposing of all debris resulting from the removal process.

The Contractor, acting on behalf of HUD relative to the removal of lead-based paint from HUD-owned properties under the terms of this contract, shall perform all duties and responsibilities described herein in a courteous, cooperative and professional manner conducive to preserving HUD's best interests in accomplishing the expeditious, efficient removal of lead-based paint.

HUD RESPONSIBILITIES: HUD shall furnish the Contractor with letters of authority to enter HUD-owned properties and perform the services required under this contract. At the time of award, HUD shall also provide the Contractor with keys to the properties.

Upon the Contractor's notification to HUD of the completion of the work on each property, HUD shall, at its discretion, perform an inspection to determine the acceptability of the work. This must be done in a two step process: the first reinspection shall take place after abatement and a second reinspection shall take place after repainting.

CONTRACTOR DUTIES AND RESPONSIBILITIES: Upon notification of award, the Contractor shall furnish the labor, travel expenses, materials, equipment, office supplies, office space, direct dial telephone instruments, postage and services (both to HUD and to other parties), etc., necessary for, and incidental to, the proper completion of the work specified herein as ordered and scheduled.

The Contractor shall notify the GTM and HUD's designee, via facsimile, of the date(s) that the Contractor will be at each property to begin the lead-based paint removal. A copy of the approved format is included as Attachment 1 (Section J).

The Contractor shall notify the PA Department of Labor and Industry before engaging in any lead-based paint abatement project, as specified in 34 PA Code CH. 203.10.

The Contractor shall be required to pay workers performing work under this contract in accordance with wage rates established by the Secretary of Labor. A copy of the applicable rates are included as Attachment 3 (Section J).

The Contractor shall complete the actual removal of the lead-based paint and repainting for all properties within 60 days of assignment.

The Contractor shall effect the removal of lead-based paint in accordance with the City's Paint Evaluation Report and shall be responsible for the means, methods, techniques, sequences and procedures selected to effect the removal, subject to the following specifications and performance standards.

**Note: All work practices shall conform to HUD and EPA guidelines, rules, and regulations on lead-based paint abatement projects, as specified in 34 PA Code CH. 203, included as Attachment 2 (Section J).

PROPERTY SECURITY AND DAMAGE RESPONSIBILITY

1. Remove all security necessary to accomplish the removal of the lead-based paint.
2. Inspect the property to ensure that there is no hazardous conditions, debris, or occupancy. If any of these situations are detected, notify the GTM and HUD's designee via facsimile. A copy of the approved format is included as Attachment 4 (Section J).
3. Protect from damage all existing items within the property including, but not necessarily limited to: venetian blinds, wallpaper, shades, banisters, railings, spindles and glass. Recognizing that some glass breakage may occur, particularly in cold weather, the Contractor shall only be responsible for glass breakage in excess of six (6) panes per property.
4. Correct any and all damage caused as a result of the removal process.
5. Reset any security removed during the lead-based paint removal process and otherwise protect the property as necessary from weather, theft and vandalism during the period of time in which the Contractor is effecting the actual removal of the lead-based paint and clean-up.

ACCEPTABLE LEAD HAZARD ABATEMENT METHODS

Component replacement, enclosure, removal and encapsulation are the acceptable methods of abatement under this program.

Component replacement is the preferred method of abatement for friction and impact surfaces, particularly in areas of deterioration and component malfunction. All replacements must be of new materials, installed in accordance with the manufacturer's instructions and be in good working condition. All work shall comply with local codes and industry standards.

Enclosure/encasement of the lead painted area with rigid and durable construction materials fastened to the substrate to provide a tight, permanent cover (i.e. paneling, wallboard, sheetrock, tile, floor covering, tread cover, etc.). Enclosures must be of new materials, installed in accordance with the manufacturer's instructions. All work shall comply with local codes and industry standards.

Removal of the leaded item from the dwelling unit, and proper disposal. All removed items must be replaced with new materials of comparable quality that are installed in accordance with the manufacturer's instructions. All work shall comply with local codes and industry standards.

Removal of lead paint to bare wood/surface, as specified under the hazard reduction procedures. The bare wood/surface must be flush and smooth and properly prepared to receive paint, with no gouging or scarring of the abated surface.

Removal of lead painted item from the premises for off-site paint removal at a commercial stripping facility.

Encapsulation of lead paint with approved durable covering or coating that acts as a barrier between lead paint and the environment. The encapsulating product must be warranted and applied in accordance with the manufacturer's instructions.

IMPORTANT NOTE: All deteriorated paint (loose, peeling, chipping, flaking, cracking, or chalking) must be completely removed from the areas designated in the Paint Evaluation Report. There is no exclusion for deteriorated paint surfaces below a de minimis level from the abatement requirements. Also, if the area is identified as MBA (MUST BE ABATED), then the area must be treated as having positive readings for leaded paint.

Read the Paint Evaluation Report to identify the room or location where lead must be removed and the specific areas at each location. The Criteria for unacceptable levels of lead content, reflected in the Readings: column of the Paint Evaluation Report, are outlined in the City of Philadelphia Department of Public Health Regulations Related to Labeling, Application, and Removal of Lead Paint. Comprehensive knowledge of *building components, room equivalents and testing combinations* outlined in the 1997 revision of the HUD Guidelines is required.

APPROVED ABATEMENT PROCEDURES

1. For wet sanding or scraping means of abatement - Thoroughly moistened and then scraped to bare wood/surface from the floor to a height of five (5) feet, until all edges are flush and smooth with the bare wood or surface. *All friction, impact and chewable surfaces must be thoroughly moistened and completely scraped to bare wood or surface regardless of the height from the floor.*
2. For all friction and impact surfaces of a window (sashes, jambs, inside & outside stops, parting bead and sill) - Remove and replace components or, thoroughly moisten and completely scrape to bare wood or surface.
3. For all chewable surfaces of a window (stool, mullion) - Remove and replace component or, thoroughly moisten and then scrape to bare wood or surface (4) inches back from the nose of stool on the top and from the nose to the apron /wall on the bottom or, properly prepare surface and encapsulate with glass fiber and approved encapsulation product.
4. For window casings, trim and apron - Remove and replace component or, thoroughly moisten and then scrape to bare wood/surface or, properly prepare surface and encapsulate from the floor to a height of five (5) feet using an approved encapsulation product.
5. For all friction and impact surfaces of doors, door frames and door hardware - Remove and replace components or, thoroughly moisten and then scrape to bare wood or surface. Door scraping to include all edges and back four (4) inches on both the hinge/latch stiles and top/bottom rails. Door frame scraping to include jambs, stops and thresholds. All hardware must also be abated.
6. For all chewable surfaces of doors (mullions, raised trim) - Remove and replace component or, thoroughly moisten and then scrape to bare wood or surface.
7. For door casings and trim - Remove and replace component or, thoroughly moisten and then scrape to bare wood/surface or, properly prepare surface and encapsulate from floor to a height of five (5) feet using an approved encapsulation product. All hardware must also be abated.
8. For outside corners of walls, trim, floor base trim, base cap and shoe molding - Remove and replace components or, thoroughly moisten and then scrape to bare wood/surface or, enclose with durable materials.
9. For handrails and newel post top - Remove and replace components or thoroughly moisten and then scrape to bare wood/surface.
10. For balusters, stringers, columns and newel post - Remove and replace components or, thoroughly moisten and then scrape to bare wood/surface or, encapsulate using an approved encapsulation product.
11. For stairway tread and riser - Remove and replace components or, thoroughly moisten and then scrape to bare wood/surface four (4) inches back from the nose of the tread (friction) and from the nose to the riser on the bottom of the nose (chewable) or, remove all deteriorated paint and enclose nose and tread with a durable material. NOTE: when utilizing the enclosure method, any exposed nosing/tread (chewable) must also be abated. All deteriorated paint shall be removed from the riser.
12. All other chewable surfaces (i.e., radiators and covers, etc.) at a height of five (5) feet or less - Remove and replace component or, thoroughly moisten and scrape to bare wood/surface four (4) inches back from the edge.
13. For lead paint applied over wallpaper or other surface coverings on walls and ceiling - Thoroughly moisten and completely remove paint and surface covering or, enclose using appropriate materials. Enclosure must be of new materials, installed in accordance with the manufacturer's instructions. All work shall comply with local codes and industry standards.
14. For floors - Remove and replace components or, thoroughly moisten and then scrape to bare wood/surface or, enclose using an appropriate floor covering. Floor covering must be of new materials, installed in accordance with the manufacturer's instructions. All work shall comply with local codes and industry standards.

PROHIBITED ABATEMENT PROCEDURES

Open flame burning or torching.
Machine sanding or grinding without HEPA exhaust controls.
Uncontained hydroblasting or high pressure washing.
Abrasive blasting or sandblasting without HEPA exhaust controls.
Heat gun operating above 1100 degrees Fahrenheit.
Chemical paint strippers containing methylene chloride.
Dry scraping or drying sanding.

NOTE: Use of any of the prohibited abatement procedures may result in the termination of the abatement contract work.

Method of Abatement by Encapsulation: Regulations governing the labeling and removal of lead-based paint promulgated under 6-403 of the Philadelphia Code allow acceptance of encapsulant in lieu of the removal of lead-based paint on surfaces other than impact, friction and chewable surfaces. Spreadable liquid encapsulants have been tested by HUD and while their long term effectiveness has not yet been established, due to the recent development of these products, they have been accepted as an alternative to lead paint removal on a performance criteria basis for Public and Indian Housing. Accordingly, the use of approved encapsulants will be accepted by the Philadelphia Department of Public Health only when used in conformance with the following criteria.

1. The encapsulating product shall be warranted by the manufacturer to perform for the minimum of 20 years as a durable barrier between lead-based paint and the environment.
2. The encapsulating product shall be used in a manner consistent with the manufacturer's instructions and must be applied in accordance with the 1990 HUD guidelines for lead paint removal in Public and Indian Housing. That is:
 - The encapsulant may be applied to stationary surfaces, other than impact, friction and chewable surfaces such as walls, window casings, trim and apron, door casing and trim, baluster, stringers and post.
 - For application to chewable surfaces such as window stools, the encapsulating system or product must contain glass fibers or similar materials.
 - All encapsulated areas must be completely covered to a uniform thickness as specified by the manufacturer's application instructions. Proof of the type and quantity of the materials used must be available to the inspector upon request.
 - Impact and friction surfaces may not be abated using the encapsulating procedure.
3. Evidence of substrate failure, such as cracking, peeling or delamination, or failure of the encapsulant to adhere to the surface, will be grounds for rejecting the abatement work.

GENERAL PROCEDURES/SAFETY PRECAUTIONS

1. No children or any woman of childbearing age should be allowed in the property at any time while abatement activities are being conducted. Any adults who are not engaged in abatement activities should also be out of the building or on another floor with the doors closed and windows open for ventilation.
2. Do not allow any person back into the property until all surfaces have been properly cleaned.
3. Prior to, and during abatement activities, the worker should:
 - a. Open all windows in the room where he/she is working;
 - b. Wear a face mask or proper respirator fitted with HEPA filters;

- c. Wear washable protective clothing or disposable coveralls;
 - d. Wear work gloves, safety goggles, hair and foot coverings;
 - e. Neither have, nor consume, any food or drink nor smoke in the work area;
 - f. Wash hands and face before eating, drinking or smoking (should also remove work clothes);
 - g. Keep a fire extinguisher in the work area, if using heat to soften paint; and
 - h. When all work and clean-up are done for the day, remove and dispose of work garb. If non-disposable, wash separately from any other laundry. Bathe to remove any lead dust from your person.
4. To conduct lead paint abatement correctly:

DO NOT USE PROHIBITED ABATEMENT PROCEDURES. USE OF THESE ITEMS MAY RESULT IN TERMINATION.

- a. Move all furniture, rugs, curtains or other items from work area or cover thoroughly with drop clothes.
- b. Follow all safety requirements and precautions.
- c. Use a paint scraper and a spray water bottle to "mist scrape" the loose paint (first spraying an area with water then scraping the paint off). When doing a total removal, heat the paint with a hot air gun until it just starts to bubble, then scrape it off with the scraper. **DO NOT** heat the paint too long or it will start to smoke and burn. Most masks will not protect you against the fumes released. **DO NOT** use an open flame (torch).

Paint removers and solvents may be used, but manufacturer's safety precautions should be followed (i.e., respirator for organic vapors, no skin contact, adequate ventilation, etc.).

LEAD PAINT REMOVAL -- CLEAN-UP INSTRUCTIONS

- 1. All paint chips, flakes and dust must be removed from all painted surfaces, walls and ceilings, carpets, furniture and any other areas or household items, including floors.
- 2. All clean-up must be done with an HEPA (High Efficiency Particulate Accumulator) vacuum cleaner to prevent contamination with fine lead-paint dust.
- 3. All surfaces in the work area must be vacuumed, washed with water and a high-phosphate detergent, vacuumed and washed again, to remove all dirt and dust. All debris, paint chips, vacuum cleaner bags, wash rags/sponges, drop cloths, must be folded into and sealed in six (6) millimeter thick plastic sheets or bags and disposed of properly in compliance with the Resource Conservation and Recovery Act.

OBTAINING CERTIFICATE OF COMPLIANCE

Within two (2) working days of the completion of the lead-based paint removal and clean-up, the Contractor shall:

1. Request an inspection of the property by the City; contact the City of Philadelphia's Lead-Based Paint Office via facsimile. A copy of the approved format is included as Attachment 5 (Section J). The City of Philadelphia will have two days to return your request with the scheduled inspection times.

The City of Philadelphia inspectors will bring 2 copies of the initial inspection report with them to an abatement inspection. They will highlight any failed items, sign and date the report, and leave a copy in the property for the contractor. The Contractor is not required to be present during any City inspection, but it is recommended that they attend.

2. After the City of Philadelphia schedules the inspection dates and times, use the completed form to notify the GTM via facsimile immediately upon receipt from the City.

3. Following approval of proper abatement, the Contractor may begin repainting and final clean-up;

4. 24 hours after the repainting has been completed request a final inspection by the city request a final inspection of the property by the City; contact the City of Philadelphia's Lead-Based Paint Office via facsimile. A copy of the approved format is included as Attachment 5 (Section J). The City of Philadelphia will have two days to return your request with the scheduled inspection times.

5. After the City of Philadelphia schedules the inspection dates and times, use the completed form to notify the GTM via facsimile immediately upon receipt from the City.

If the City Inspector determines that the property is satisfactorily completed, the City will fax a certification of compliance to the Contractor within 14 days of inspection.

If the City Inspector or the Quality Assurance Inspections determines that the property is not in compliance, the City will fax notification and a report of areas not in compliance.

****Please note that if the city fails the contractor at any time during a visual, the contractor must immediately fix the specified work at no additional cost to the Government before proceeding to the next step.**

REPAINTING: Once all abatement work has been completed and the Department has certified that the work has been done properly, all surfaces where paint was removed and all horizontal wooden surfaces not covered with formica, tile, linoleum or similar cleanable substances, must be covered with two (2) coats of any interior non-lead paint or varnish.

PLEASE NOTE THAT A PROPERTY WILL NOT BE CONSIDERED LEAD-FREE UNTIL IT HAS BEEN REPAINTED.

STATUS OF CONTRACTOR: The Contractor shall perform this contract as an independent Contractor and not as an agent of HUD. All services to be provided herein shall be performed by the Contractor and no part of the services to be provided herein shall be assigned to a third party without prior approval by HUD. The Contractor shall be liable for the acts and omissions of its employees and/or subcontractors, and shall save and hold HUD harmless from damage or injury to other persons or property as a result of the fault or negligence of the Contractor and/or its employees and/or its subcontractors.

CONFLICTS OF INTEREST: The Contractor shall not:

- Accept money, favors, gratuities, entertainment or anything of value that might affect or reasonably be interpreted as affecting the Contractor's or its employees' impartiality or influencing any contractual action.
- Accept, directly or indirectly, any payment, fee, commission, compensation, or gratuity of any kind as an inducement of, or acknowledgment of, purchase actions involving the Contractor.
- Favor or provide a competitive advantage to any one firm or individual seeking HUD business.

INSURANCE: The Contractor shall be required to provide HUD with a Certificate of Insurance for property damage and liability insurance in the minimum amount of \$100,000. Said insurance shall remain in effect for the duration of the contract.

PAYMENT: Upon the Contractor's receipt of the faxed copy of the certification of compliance from the City of Philadelphia for each property covered by this contract, payment for one hundred (100%) of the property price may be processed. The Contractor may submit an invoice for NO LESS than 5 properties at a time from each task order. When submitting the invoice a copy of the certification of compliance must be attached to the invoice. Submit all invoices and copies of the certification of compliance to HUD's designee.

If a property is deleted after a task order is issued, the Contractor may submit a cost proposal for the expenses that have been incurred to the date of deletion. The Contractor has 15 days from the date of the deletion to submit this proposal. The proposal must be submitted to the Contracting Officer.

CERTIFICATION: The Contractor along with all employees and subcontractors associated with lead based paint abatement (includes planners/project designers, inspectors/risk assessors, supervisors, and workers) must be certified, as defined by Commonwealth of PA Department of Labor and Industry Board of Occupational and Industrial Board of Occupational and Industrial Safety "Lead Based Paint Occupation, Accreditation, and Certification" Regulations (34 PA Code CH 203).

SECTION D - PACKAGING AND MARKING

D.1 AS 501 ENVIRONMENTALLY SAFE PACKAGING (NOV 1997)

The offeror or contractor shall package non-breakable deliverables (reports, proposals, studies, etc.) using environmentally safe packaging materials (e.g., recycled paper). The packaging methods shall be in accordance with the best commercial practices and provide adequate protection during shipping and handling.

SECTION E - INSPECTION AND ACCEPTANCE

E.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
52.246-12	INSPECTION OF CONSTRUCTION	AUG 1996
2452.246-70	INSPECTION AND ACCEPTANCE	APR 1984

SECTION F - DELIVERIES OR PERFORMANCE

F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
52.242-14	SUSPENSION OF WORK	APR 1984

F.2 52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to (a) commence work under contract within 5 calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than 60 days after assignment. The time stated for completion shall include final cleanup of the premises.

F.3 52.211-12 LIQUIDATED DAMAGES—CONSTRUCTION (APR 1984)

(a) If the Contractor fails to complete the work within the time specified in the contract, or any extension, the Contractor shall pay to the Government as liquidated damages, the sum of \$28.74 per property for each calendar day of delay.

(b) If the Government terminates the Contractor's right to proceed, the resulting damage will consist of liquidated damages until such reasonable time as may be required for final completion of the work together with any increased costs occasioned the Government in completing the work.

(c) If the Government does not terminate the Contractor's right to proceed, the resulting damage will consist of liquidated damages until the work is completed or accepted.

F.4 HUDAR 2452.211-70 CONTRACT PERIOD (APR 1984)

The Contractor shall complete all work hereunder, including delivery of the final report, if required, within 2 months from the effective date of the contract.

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 HUDAR 2452.232-70 PAYMENT SCHEDULE AND INVOICE SUBMISSION
(FIXED-PRICE) (OCT 1999)

- (a) General. The Government shall pay the Contractor as full compensation for all work required, performed and accepted under this contract, inclusive of all costs and expenses, the firm fixed-price stated in Part I, Section B of this contract.
- (b) Payment Schedule. Payment of the contract price will be made upon completion and acceptance of all work unless a partial payment schedule is included below.
- (c) Submission of Invoices. Invoices shall be submitted in as follows—original to the payment office identified on the award document (e.g., in Block 24 on the SF-1442, or elsewhere in the contract) and one copy each to the Government Technical Representative and Contracting Officer. To constitute a proper invoice, the invoice must include all items per FAR clause 52.232-25, "Prompt Payment."

To assist the Government in making timely payments, the Contractor is also requested to include on each invoice the appropriation number shown on the contract award document (e.g., in Block 23 on the SF-1442). The Contractor is also requested to clearly indicate on the mailing envelope that an invoice is enclosed.

- (d) Contractor Remittance Information. The contractor shall provide the payment office with all information required by FAR clause 52.232-23, "Mandatory Information for Electronic Funds Transfer Payment," 52.232-34, "Optional Information for Electronic Funds Transfer Payment," or other supplemental information (contracts for commercial services) as applicable.

G.2 HUDAR 2452.237-73 CONDUCT OF WORK AND TECHNICAL GUIDANCE
(OCT 1999)

- (a) The Government Technical Representative (GTR) for liaison with the Contractor as to the conduct of work is John Sullivan or a successor designated by the Contracting Officer. The Government Technical Representative (GTM) is Geraldine Suarez. The Contracting Officer will notify the contractor in writing of any change to the current GTR/GTM's status or the designation of a successor GTR/GTM.
- (b) The GTR will provide guidance to the contractor on the technical performance of the contract. Such guidance shall not be of a nature which: (1) causes the Contractor to perform work outside the scope of the contract; (2) constitutes a change as defined in FAR 52.243-1; (3) causes an increase or decrease in the cost of the contract; (4) alters the period of performance or delivery dates; or, (5) changes any of the other express terms or conditions of the contract.
- (c) The GTR will issue technical guidance in writing or, if issued orally, he/she will confirm such direction in writing within five calendar days after oral issuance. The GTR may issue such guidance via telephone, facsimile, or electronic mail.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 INSURANCE

The contractor(s) shall be required to provide HUD with a Certificate of Insurance for property damage and liability insurance in the minimum amount of \$100,000. Said insurance shall remain in effect for the duration of the contract.

NOTE: The contractor(s) will have 10 business days from the date of award to provide HUD with the required insurance. At that time, HUD will issue a notice to proceed to the contractor(s).

H.2 BONDING

(a) The contractor(s) shall be required to provide HUD with a Performance Bond (Section J, Attachment 6). Said bonding shall remain in effect for the duration of the contract.

NOTE: The contractor(s) will have 10 business days from the date of award to provide HUD with the required bonding. At that time, HUD will issue a notice to proceed to the contractor(s).

H.3 CERTIFICATION

The Contractor along with all employees and subcontractors associated with lead based paint abatement (includes planners/project designers, inspectors/risk assessors, supervisors, and workers) must be certified, as defined by Commonwealth of PA Department of Labor and Industry Board of Occupational and Industrial Board of Occupational and Industrial Safety "Lead Based Paint Occupation, Accreditation, and Certification" Regulations (34 PA Code CH 203).

H.4 RESPONSIBILITY DETERMINATION

Contracts will be awarded only to responsible prospective contractors. In order to qualify as responsible, a prospective contractor must, in the opinion of the Contracting Officer, meet the following standards as they relate to this Invitation for Bid:

1. Have adequate financial resources for performance, or have the ability to obtain such resources as required during performance;
2. Have the necessary experience, organization, technical qualifications, skills, and facilities, or have the ability to obtain them (including probable subcontractor arrangements);
3. Be able to comply with the proposed or required time of delivery and the performance schedule;
4. Have a satisfactory record of performance;
5. Be otherwise qualified and eligible to receive an award under applicable laws and regulations.

PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

I.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
52.202-1	DEFINITIONS	OCT 1995
	ALTERNATE I (APR 1984)	
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL 1995
52.203-7	ANTI-KICKBACK PROCEDURES	JUL 1995
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN 1997
52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER	JUN 1996
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTOR'S DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL 1995
52.214-29	ORDER OF PRECEDENCE—SEALED BIDDING	JAN 1986
52.219-4	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS	JAN 1999
52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	JUL 1996
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT 1999
52.219-14	LIMITATIONS ON SUBCONTRACTING	DEC 1996
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB 1997
52.222-3	CONVICT LABOR	AUG 1996
52.222-4	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT-OVERTIME COMPENSATION	JUL 1995
52.222-6	DAVIS-BACON ACT	FEB 1995
52.222-7	WITHHOLDING OF FUNDS	FEB 1988
52.222-8	PAYROLLS AND BASIC RECORDS	FEB 1988
52.222-9	APPRENTICES AND TRAINEES	FEB 1988

52.222-10 COMPLIANCE WITH COPELAND ACT FEB 1988
REQUIREMENTS

52.222-11 SUBCONTRACTS (LABOR STANDARDS) FEB 1988

52.222-12 CONTRACT TERMINATION - DEBARMENT FEB 1988

52.222-13 COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REGULATIONS FEB 1988

52.222-14 DISPUTES CONCERNING LABOR STANDARDS FEB 1988

52.222-15 CERTIFICATION OF ELIGIBILITY FEB 1988

52.222-21 PROHIBITION OF SEGREGATED FACILITIES FEB 1999

52.222-26 EQUAL OPPORTUNITY FEB 1999

52.222-27 AFFIRMATIVE ACTION COMPLIANCE FEB 1999
REQUIREMENTS FOR CONSTRUCTION

52.222-35 AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA APR 1998

52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES JUN 1998

52.222-37 EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA JAN 1999

52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW APR 1998

52.223-6 DRUG-FREE WORKPLACE JAN 1997

52.223-14 TOXIC CHEMICAL RELEASE REPORTING OCT 1996

52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES FEB 2000

52.227-1 AUTHORIZATION AND CONSENT JUL 1995

52.227-2 NOTICE AND ASSISTANCE CONCERNING PATENT AND COPYRIGHT INFRINGEMENT AUG 1996

52.227-4 PATENT INDEMNITY--CONSTRUCTION CONTRACTS APR 1984

52.228-2 ADDITIONAL BOND SECURITY OCT 1997

52.228-5 INSURANCE--WORK ON A GOVERNMENT INSTALLATION JAN 1997

52.228-11 PLEDGE OF ASSETS FEB 1992

52.228-12 PROSPECTIVE SUBCONTRACTOR REQUESTS FOR BONDS OCT 1995

52.228-14 IRREVOCABLE LETTER OF CREDIT OCT 1997

52.228-15 PERFORMANCE AND PAYMENT BONDS--CONSTRUCTION SEP 1996

52.229-3 FEDERAL, STATE, AND LOCAL TAXES JAN 1991

52.229-5 TAXES--CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO APR 1984

52.232-5 PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS MAY 1997

52.232-17 INTEREST JUN 1996

52.232-23 ASSIGNMENT OF CLAIMS JAN 1986

52.232-27 PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS JUN 1997

52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER --CENTRAL CENTER REGISTRATION MAY 1999

52.233-1 DISPUTES DEC 1998
ALTERNATE I (DEC 1991)

52.233-3 PROTEST AFTER AWARD AUG 1996

52.236-2 DIFFERING SITE CONDITIONS APR 1984

52.236-3 SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK APR 1984

52.236-5 MATERIAL AND WORKMANSHIP APR 1984

52.236-6 SUPERINTENDENCE BY THE CONTRACTOR APR 1984

52.236-7 PERMITS AND RESPONSIBILITIES NOV 1991

52.236-8 OTHER CONTRACTS APR 1984

52.236-9	PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS	APR 1984
52.236-10	OPERATIONS AND STORAGE AREAS	APR 1984
52.236-11	USE AND POSSESSION PRIOR TO COMPLETION	APR 1984
52.236-12	CLEANING UP	APR 1984
52.236-13	ACCIDENT PREVENTION	NOV 1991
	ALTERNATE I (NOV 1991)	
52.236-15	SCHEDULES FOR CONSTRUCTION CONTRACTS	APR 1984
52.236-17	LAYOUT OF WORK	APR 1984
52.236-21	SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION	FEB 1997
52.236-26	PRECONSTRUCTION CONFERENCE	FEB 1995
52.242-13	BANKRUPTCY	JUL 1995
52.243-4	CHANGES	AUG 1987
52.244-2	SUBCONTRACTS	AUG 1998
52.245-1	PROPERTY RECORDS	APR 1984
52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED PRICE)	SEP 1996
	ALTERNATE I (SEP 1996)	
52.249-10	DEFAULT (FIXED-PRICE CONSTRUCTION)	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991
2452.203-70	PROHIBITION AGAINST THE USE OF FEDERAL EMPLOYEES	DEC 1992
2452.209-71	LIMITATION ON FUTURE CONTRACTS	FEB 2000
2452.209-72	ORGANIZATIONAL CONFLICTS OF INTEREST	APR 1984
2452.222-70	ACCESSIBILITY OF MEETINGS, CONFERENCES, AND SEMINARS TO PERSONS WITH DISABILITIES	JUL 1988
2452.237-75	CLEARANCE OF PERSONNEL	OCT 1999

I.2 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>

<http://www.hud.gov/cts/ctshudar.html>

I.3 HUDAR 2452.237-70 KEY PERSONNEL (APR 1984)

The personnel specified below are considered to be essential to the work being performed under this contract. Prior to diverting any of the specified individuals to other projects, the Contractor shall notify the Contracting Officer reasonably in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. No diversion shall be made by the Contractor without the written consent of the Contracting Officer: Provided, that the Contracting Officer may ratify in writing such diversion and such ratification shall constitute the consent of the Contracting Officer required by this clause. This clause may be amended from time to time during the course of the contract to either add or delete personnel, as appropriate.

INDIVIDUAL

POSITION/TITLE

_____	_____
_____	_____
_____	_____
_____	_____

(continue list as necessary)

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

ATTACHMENT NUMBER	TITLE	NO. PAGES
1	Abatement/Repainting Schedule	1
2	PA Dept of Labor & Industry 34 PA. Code CH. 203 (Rules and Regulations)	11
3	Davis Bacon Rates	3
4	Hazardous Conditions Report	1
5	LBP Inspection Request	1
6	SF-25, Performance Bond	2

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER
STATEMENTS OF OFFERORSK.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED
BY REFERENCE

The following solicitation provisions pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the FAR provision at FAR "52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE" in Section L of this solicitation. See FAR 52.252-1 for an internet address (if specified) for electronic access to the full text of a provision.

NUMBER	TITLE	DATE
52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	APR 1991

K.2 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION
(APR 1985)

(a) The offeror certifies that--

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above

[Insert full name of person(s) in the offeror's organization responsible for determining the prices offered in the bid or proposal, and the title of his or her position in the offeror's organization];

(ii) As an authorized agent, does certify that the

principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K.3 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors are required to submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

___ TIN: _____.

___ TIN has been applied for.

___ TIN is not required because:

___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

___ Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the Federal Government;

(e) Type of Organization.

___ Sole proprietorship;

___ Partnership;

___ Corporate entity (not tax-exempt);

___ Corporate entity (tax-exempt);

___ Government entity (Federal, State, or local);

___ Foreign government;

___ International organization per 26 CFR 1.6049-4;

___ Other _____

(f) Common Parent.

___ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

___ Name and TIN of common parent:

Name _____

TIN _____

**K.4 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS
(MAR 1996)**

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that -

(i) The Offeror and/or any of its Principals -

(A) Are [] are not [] presently debarred, suspended,
proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have [] have not [], within a 3-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or receiving stolen property; and

(C) Are [] are not [] presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has [] has not [], within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the

Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

K.5 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS

(MAY 1999) (ALT I—NOV 1999) (ALT II—NOV 1999)

(a)(1) The standard industrial classification (SIC) code for this acquisition is 1521.

(2) The small business size standard is average annual receipts for the preceding 3 fiscal years cannot exceed \$17 million.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ☐ is, ☐ is not a women-owned small business concern.

(4) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision). The offeror represents, as part of its offer, that—

(i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(4)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture):

Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(5) (Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision). The offeror shall check the category in which its ownership falls:

- ☐ Black American.
- ☐ Hispanic American.
- ☐ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).
- ☐ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).
- ☐ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).
- ☐ Individual/concern, other than one of the preceding.

(c) Definitions.

"Small business concern", as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Women-owned small business concern", as used in this provision, means a small business concern--

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice. (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

K.6 52.219-2 EQUAL LOW BIDS (OCT 1995)

(a) This provision applies to small business concerns only.

(b) The bidder's status as a labor surplus area (LSA) concern may affect entitlement to award in case of tie bids. If the bidder wishes to be considered for this priority, the bidder must identify, in the following space, the LSA in which the costs to be incurred on account of manufacturing or production (by the bidder or the first-tier subcontractors) amount to more than 50 percent of the contract price.

(c) Failure to identify the labor surplus areas as specified in paragraph (b) of this provision will preclude the bidder from receiving priority consideration. If the bidder is awarded a contract as a result of receiving priority consideration under this provision and would not have otherwise received award, the bidder shall perform the contract or cause the contract to be performed in accordance with the obligations of an LSA concern.

K.7 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that -

(a) It ___ has, ___ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) It ___ has, ___ has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

K.8 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (OCT 1996)

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.-

(b) By signing this offer, the offeror certifies that----

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or—

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)-

☐ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);-

☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);-

☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

☐ (iv) The facility does not fall within Standard Industrial Classification Code (SIC) designations 20 through 39 as set forth in Section 19.102 of the Federal Acquisition Regulation; or

☐ (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

K.9 HUDAR 2452.226-70 CERTIFICATION OF STATUS AS A MINORITY
BUSINESS ENTERPRISE (AUG 1995)

Bidder, Offeror or Supplier certifies that he or she ☐ is, ☐ is not, (check one), a minority business enterprise which is defined as a business which is at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals. For the purpose of this definition, minority group members are:

(Check the box applicable to you)

☐ Black Americans

☐ Hispanic Americans

☐ Native Americans

☐ Asian Pacific Americans

☐ Asian Indian Americans

K.10 AS 1902 SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES (NOV 1997)

In accordance with FAR 52.203-11, above:

☐ An SF-LLL, Disclosure of Lobbying Activities, is not required.

☐ An SF-LLL, Disclosure of Lobbying Activities, is required and has been submitted as an attachment to Section K.

<Offeror/Bidder check applicable statement>

K.11 AS 1909 DUNS NUMBER (NOV 1997)

The offeror shall supply its Dun and Bradstreet Universal Numbering System (DUNS) number applicable to its name and address. The number is to be inserted in the blank below. Offerors should take care to report the correct duns number and not a similar number assigned to the offeror in a different system. The DUNS number is a nine position all-numeric code assigned to a contractor by Dun and Bradstreet. It is distinct from the federal taxpayer identification (tin) number which is required in a different part of this section k.

Insert DUNS number here:

OFFEROR'S DUNS NUMBER

K.12 AS 1910 SIGNATURE BLOCK (FEB 2000)

By signature below, the bidder/offeror certifies that all Representations and Certifications contained in the solicitation are complete and accurate as required. 18 U.S.C. Section 1001 and the Program Fraud and Civil Remedies Act of 1986 (31 U.S.C. 3801 - 3812) set forth penalties for making false statements in bids/proposals.

Signature

Typed Name

Title

Date

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 INSTRUCTIONS AND CONDITIONS

Each bid shall consist of the following:

1. Three (3) fully completed copies, with original signature, of SF-1442. The offeror shall fully complete all applicable portions of Blocks 14-20C.
2. One fully completed copy of the Compensation Schedule and Workload Capacity Statement (Section B).
3. One fully completed copy of the Key Personnel Clause (Section I); key personnel shall include project manager(s) and all other staff involved in the contract oversight.
4. One fully completed copy of the Representations and Certifications (Section K).
5. One signed copy of each amendment, if any issued, if offeror chooses not to acknowledge these on the SF-1442.

L.2 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED
BY REFERENCE

The following solicitation provisions pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the FAR provision at FAR "52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE" in Section L of this solicitation. FA 52.252-1 contains the internet address for electronic access to the full text of a provision.

NUMBER	TITLE	DATE
52.214-1	SOLICITATION DEFINITIONS-SEALED BIDDING	JUL 1987
52.214-3	AMENDMENTS TO INVITATIONS FOR BIDS	DEC 1989
52.214-4	FALSE STATEMENTS IN BIDS	APR 1984
52.214-5	SUBMISSION OF BIDS	MAR 1997
52.214-6	EXPLANATION TO PROSPECTIVE BIDDERS	APR 1984
52.214-18	PREPARATION OF BIDS—CONSTRUCTION	APR 1984
52.214-19	CONTRACT AWARD—SEALED BIDDING- CONSTRUCTION	AUG 1996
52.216-27	SINGLE OR MULTIPLE AWARDS	OCT 1995
52.222-23	NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION	FEB 1999
52.236-27	SITE VISIT (CONSTRUCTION)	FEB 1995
2452.209-70	POTENTIAL ORGANIZATIONAL CONFLICTS OF INTEREST	FEB 2000

L.3 52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER
(JUN 1999)

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

- (1) Company name.
- (2) Company address.
- (3) Company telephone number.
- (4) Line of business.
- (5) Chief executive officer/key manager.
- (6) Date the company was started.
- (7) Number of people employed by the company.
- (8) Company affiliation.

(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet home page at <http://www.customerservice@dnb.com/>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

L.4 52.214-7 LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS
OF BIDS (NOV 1999)

(a) Bidders are responsible for submitting bids, and any modifications or withdrawals, so as to reach the Government office designated in the Invitation for Bids (IFB) by the time specified in the IFB. If no time is specified in the IFB, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that bids are due.

(b) (1) Any bid, modification, or withdrawal received at the Government office designated in the IFB after the exact time specified for receipt of bids is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late bid would not unduly delay the acquisition; and—

(i) If it was transmitted through an electronic commerce method authorized by the IFB, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of bids; or

(ii) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of bids and was under the Government's control prior to the time set for receipt of bids.

(2) However, a late modification of an otherwise successful bid that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(c) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the bid wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(d) If an emergency or unanticipated event interrupts normal Government processes so that bids cannot be received at the Government office designated for receipt of bids by the exact time specified in the IFB and urgent Government requirements preclude amendment of the IFB, the time specified for receipt of bids will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(e) Bids may be withdrawn by written notice received at any time before the exact time set for receipt of bids. If the IFB authorizes facsimile bids, bids may be withdrawn via facsimile received at any time before the exact time set for receipt of bids, subject to the conditions specified in the provision at 52.214-31, Facsimile Bids. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for receipt of bids, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid.

L.5 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Firm Fixed Price contract resulting from this solicitation.

L.6 52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Maureen Musilli

Hand-Carried and Mailing Address:

U.S. Dept of Housing & Urban Development
Contracting Operations Branch
The Wanamaker Building
100 Penn Square East
Philadelphia PA 19107-3380

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L.7 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY
REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/> <http://www.hud.gov/cts/ctshudar.html>

L.8 2452.233-70 REVIEW OF CONTRACTING OFFICER PROTEST DECISIONS (OCT 1999)

(a) In accordance with FAR 33.103 and HUDAR 2433.103, a protester may request an appeal of the Contracting Officer's decision concerning a protest initially made by the protester to the Contracting Officer. Such requests shall be made in writing to the cognizant Head of the Contracting Activity (HCA, see definition at HUDAR Subpart 2.1) within 10 days (see FAR 33.101 for the definition of "days") of the protester's notification of the Contracting Officer's decision.

(b) The cognizant HCA shall make an independent review of the Contracting Officer's decision and provide the protester with the HCA's decision on the appeal.

L.9 AS 2112 SPECIAL INSTRUCTION REGARDING LOBBYING DISCLOSURES
(FEB 2000)

If the bidder/offeror is required to complete a SF-LLL, Disclosure of Lobbying Activities (see FAR 52.203-11), the offeror shall obtain the form from the contracting officer or contract specialist identified in the solicitation.

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 EVALUATION OF BIDS

Contract award hereunder will be made in accordance with FAR 52.214-19, Contract Award—Sealed Bidding-Construction (AUG 1996) and FAR 52.214-22, Evaluation of Bids for Multiple Awards (MAR 1990). The Government reserves the right to make multiple awards under this solicitation. In accordance with the above provisions, contract award will be made to the responsible responsive bidder whose bid, conforming to the solicitation, will be most advantageous to the Government, considering only price.

Cases of equal low bids will be handled in accordance with FAR 14.408-6.

M.2 MULTIPLE AWARDS

The Government may make multiple awards under this solicitation. The Government reserves the right to make a minimum of 2 awards if the Contracting Officer determines that multiple awards are not feasible.

M.3 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED
BY REFERENCE

The following solicitation provisions pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the FAR provision at FAR "52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE" in Section L of this solicitation. See FAR 52.252-1 for an internet address (if specified) for electronic access to the full text of a provision.

NUMBER	TITLE	DATE
52.214-22	EVALUATION OF BIDS FOR MULTIPLE AWARDS	MAR 1990
52.232-15	PROGRESS PAYMENTS NOT INCLUDED	APR 1984